

LAB/mwh
2014.15
Covenants_mehlig_160602

Doc#:R 2016 15077
Ex&Pg:RB 4432 40-47
Filed:06-24-2016
08:08:28 AM
Canadian County, OK
KLLJ CS

8 I

RETURN TO: BASS LAW, PO BOX 157, EL RENO OK 73036

OWNER'S CERTIFICATE DEDICATION AND RESERVATIONS OF MEHLIG ESTATES IN A PART OF LOT ONE (1) AND THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP FOURTEEN (14) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, AS DESCRIBED ON EXHIBITS "A-1" THROUGH "A-4" ATTACHED HERETO AND MADE A PART HEREOF.

STATE OF OKLAHOMA
COUNTY OF CANADIAN

ss.



The undersigned, Mehlig Estates, LLC, ("Developer"), hereby certifies that it is the owner of and the only entity having any right, title, or interest in and to the land herein above described property, referred to as "Mehlig Estates".

It further certifies that it has caused said land to be surveyed into tracts of land, sometimes referred to herein as a Lot(s) or Tracts(s) showing accurate dimensions of said tracts, which are attached hereto and made a part hereof (Exhibits "A-1" through "A-4").

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of all the Lots/Tracts included in Mehlig Estates and for the purpose of providing restrictive covenants for the benefit of them and their successors in the title to the aforesaid Lots/Tracts, the undersigned does hereby impose the following restrictions and reservations to which it shall be incumbent upon all successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfers or in any manner whatsoever of any of said Lots/Tracts, shall take hold, and convey same, subject to the following restrictions and reservations, to-wit:

1. No construction of any type shall commence, including additions or alterations, on any of the Lots/Tracts until the building plans, specifications, and plot plan, showing the location of such building and the builder, have been approved in writing by the Developer, or its designee. Developer shall approve any builder prior to the commencement of construction. Plans shall be submitted together with a non-refundable fee payable to the Developer in the amount of \$350.00. The plot plan shall show the location of the building with respect to the property and set back lines. The purpose of this approval process is to ensure construction to be in compliance with the provisions of this document and to be aesthetically consistent with other construction in the area.

2. All Tracts are hereby designated as residential Lots/Tracts, limited to construction of single family dwellings.

3. Residences constructed on any of the Lots/Tracts of Mehlig Estates may not be constructed to exceed two (2) stories in height. Split level houses with garages underneath a portion of the living area may be constructed where the topography permits such style of construction. All residences built in said addition shall have no less than 1850 square feet of living area, excluding garages, porches, patio, and unheated storage rooms, with eighty-five (85%) per cent brick veneer on exterior walls. All residences shall have a minimum of a two (2) car garage. All construction shall be completed within twelve (12) months from the start thereof.

4. No building, or part thereof, including a carport, shall be located within seventy-five (75) feet of the front roadway easement line, or within fifteen (15) feet of the side property lines, unless special permission is given by the Developer designated in paragraph one (1). The side property setback restrictions shall not apply to the boundary between contiguous lots/tracts under common ownership.

5. The owner of any Lot/Tract covered by these restrictions and covenants shall not, to the extent allowed by law, permit any oil, gas and other mineral activity, including, but not limited to, seismic operations, exploration operations and production operations.

6. No existing erected building or structure used for residential purposes may be moved on to Mehlig Estates.

7. All homes erected in Mehlig Estates shall be attractive in appearance. All Lots/Tracts and the improvements located thereon shall be constructed and maintained in a clean and attractive manner. All owners shall maintain their respective Lots/Tracts so that no nuisance is created for other Lot/Tract owners.

8. Any owner of any tract which includes a portion of any pond, lake or other body of water shall not take or allow any action to alter the shape or size of the pond, lake or other body of water, and shall maintain the shore line area that pertains to their respective tract. Furthermore, any owner of any tract that includes any portion of a pond, lake or other body of water shall have access and use of the entire pond, lake or body of water. This access shall include any invitees of an owner of a tract that includes of any portion of the pond, lake or body of water, provided, the tract owner is present.

9. Notwithstanding any provision herein to the contrary, 4-H or F.F.A. project animals shall be permitted without any limit on number for animals less than 400 pounds each.

10. No more than four (4) large animals per each five (5) acres of a Lot/Tract, including horses, cattle, goats, emus, ostrich or mca shall be kept on each Lot/Tract. In no event shall any swine be allowed.

11. No mobile homes shall be placed or erected on any of the Lots/Tracts.

12. No garage or outbuilding on any Lot/Tract shall be used as a residence or living quarters except by servants and/or help engaged on the premises, or during the construction of a residence for a period not to exceed twelve (12) months.

13. The owner of any Lot/Tract who must, in order to avail him or herself of utilities, enter and/or cross an adjoining Lot/Tract, shall have an easement to do so provided said Lot/Tract owner shall use the most direct, feasible route in entering upon and crossing said Lot/Tract and shall restore the surface of the Lot/Tract to its original condition with prior notification to both Developer and the Lot/Tract owner of the infringed Lot/Tract.

14. No re-arranging, re-subdividing or re-platting shall be allowed without the prior written consent of Developer. Provided, restrictions shall not apply to the Developer.

15. No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot/Tract.

16. No signs or billboards shall be permitted in Mehlig Estates, except those advertising the sale or rental of such a Lot/Tract or for home office purposes; provided that such signs shall not exceed six (6) square feet in area, except by written approval in advance from the Developer.

17. Any outbuilding, such as a barn, garage, or sheds, shall be of finished construction including siding and steel, and incorporate a general appearance compatible with other structures, such that it will not detract from the overall neighborhood appearance. This is not intended to prohibit outbuildings, etc., but only to control the appearance thereof for the protection of all owners. No unattached building, other than garages, shall be erected, constructed or placed within one hundred (100) feet from the front road easement line. All fencing must either be field wire, wood stockade, chain link fence, masonry, white PVC, or pipe and cable and must be approved by the Developer.

18. No property owner, utility company, or any other person, shall place in any easement a structure, or other materials which may change or alter the water flow or drainage. No property owner, utility company or other person shall alter existing terraces or existing natural flow of surface waters and/or drainage, which results in additional surface waters being retained on or flowing over other Lots/Tracts. All drainage in or outside of an easement shall be maintained by the Lot/Tract owner, which abuts and/or includes the drainage channel, terrace or other drainage system.

19. Should the owner and/or tenants of any Lot/Tract in Mehlig Estates violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions herein contained, after reasonable notice, then in such event the Developer or any owner of any Lot/Tract may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the Lot/Tract or Lots/Tracts permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs and other expenses necessarily incurred by the person instituting such legal proceedings. Said attorney fees shall be fixed by the court, and attorney fees, court costs and other expenses allowed by the court shall be a lien upon the Lot/Tract or Lots/Tracts as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action. Developer shall have the right

to add additional Lots/Tracts to be covered by these protective Covenants without the consent of any other party, including purchasers of any of the subject Lots/Tracts. Furthermore, Developer shall have the right to amend these protective Covenants as the same pertain to any additional Lots/Tracts.

20. Invalidation of any one of these covenants by judgment or Court Order, shall not affect any of the other provisions, which shall remain in full force and effect.

21. The covenants and restrictions contained herein shall continue for a period of twenty-five (25) years and thereafter until amended by the owners of at least 60% of the Lots/Tracts. Provided, said covenants may be amended pursuant to the provisions of Title 11, Section 42-1061 of the Oklahoma Statutes. Provided notwithstanding any provision herein to the contrary, Developer reserves the right to amend these covenants and restrictions as to any Lot/Tract then owned by the Developer.

DATED this 20 day of June, 2016.

MEHLIG ESTATES, LLC

By: [Signature]
Phil Boevers, Manager

STATE OF OKLAHOMA
COUNTY OF CANADIAN | ss.

Before me, a Notary Public in and for said County and State, on this 20 day of June, 2016, personally appeared Phil Boevers to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Carmen Morgan
Notary Public

(SEAL)
My Commission Expires:
November 23, 2018